

**SOLICITATION, OFFER AND AWARD**

1 Pages 53

2. CONTRACT NO.	3. SOLICITATION NO. <b>DTFAAC-10-R-00383</b>	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> <b>NEGOTIATED</b>	5. DATE ISSUED <b>12/11/2009</b>	6. REQUISITION/PURCHASE <b>(FAA Internal Use Only)</b>
7. ISSUED BY FAA, Aviation, Medical, & Training Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125		8. ADDRESS OFFER TO (If other than Item 7) for overnight delivery <b>FOR U.S. MAIL &gt;</b> <i>For Over Night Delivery use</i> FAA, Bid & Proposal Officer (AMQ-140) Room 321, Multi-Purpose Building 6500 South MacArthur Boulevard Oklahoma City, OK 73169 <b>FOR USE IF U.S. Postal Service</b> FAA, Bid & Proposal Officer Attn: AMQ-140 P.O. Box 25082 Oklahoma City, OK 73125		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**Indefinite Deliver/Indefinite Quantity Contract with Fixed Prices and Time & Material Pricing Arrangement**

SOLICITATION

**FAA Civil Aerospace Medical Institute (CAMI) Aero Medical Research Div. (AAM-600) Technical Support Services**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received **at the place specified in Item 8**, or if hand carried in the depository located in **Room 321, Multi-Purpose Building** until **4:00 PM** local time CST, **Jan. 11, 2010**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No.3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME <b>AVIS FRANKLIN</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(405) 954-7836 FAX (405) 954-3030</b>
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**OFFER (Must be fully completed by offeror)**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (**120 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section G, Clause No. 3.3.1-17) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code) PHONE FAX	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. reserved		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (3COPIES UNLESS OTHERWISE SPECIFIED) >	<b>ITEM G-2</b>
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
FAA, Contract Management Division (AMQ-340) 6500 South MacArthur Boulevard		FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

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**SCHEDULE B -- SUPPLIES/SERVICES**

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This is a competitive acquisition for FAA Civil Aerospace Medical Institute (CAMI) Technical Research Support Services generated by the CAMI Biomedical Research Division (AAM-600). The support services shall be performed in accordance with the Contract Line Item Numbers (CLINs) below and mutually agreed clauses and provisions provided herein. The Technical Support Services will be established with Fixed Prices, Fixed Hourly Rates (with Not-to-Exceed total estimates), and cost reimbursable pricing arrangements.

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Base Year: March 2010 through February 2011

CLIN*	ITEM DESCRIPTION	Total Price
	<b>FIXED PRICE</b>	
1.0	Technical Support Services assisting FAA CAMI (AAM 600) Aero Medical Research Division with Program Management, Supervision, administration, and Full Time labor as described below. The full time equivalents will perform a 40 hour work week (1840 hours annually) and shall meet the labor qualifications defined in appendix 1. The type duties to be performed by the support labor is described in the PWS and appendix 1. A delivery order will be issued by the FAA CO for the total fixed Price to fund annual performance. FAA Tasks will be coordinated through the Program Manager for the Labor categories below.	\$ <u>                    </u> FIXED PRICE

Labor Category	QTY	
Engineering Tech	1 Full Time Equivalent (FTE)	
Biological Science Lab Technician	1 Full Time Equivalent (FTE)	
Data Analyst	2 Full Time Equivalent (FTE)	
Technical Research PHD	1 Full Time Equivalent (FTE)	
Biological Science Lab Technologist	1 Full Time Equivalent (FTE)	

2.0	Fixed Hourly Rate Support Labor To conduct support services Described by the PWS. The CO will request the services by Task performance work statement as Labor is required for any of the categories below. The proposed hours/delivery is subject to negotiation between the contractor and The FAA Contracting Officer. A delivery order will be issued to fund the task and authorize performance upon mutual agreement.	\$ <u>                    </u> TTL Estimated
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Labor Category	Annual Est. hours	Fixed Hourly Rate \$	Total Estimate (1 hr * FHR)
Healthcare Professional	1		
Research Chemist	1		
Biostatistician	1		
Industrial Hygienist/Environmental Health Specialist.	1		
Aircraft Mechanic	1		

Computer Programmer Data Technician	1		
Mathematical Technician	1		
Water Survival Training Specialist	1		
Life Guard	1		
Sum all categories			\$

- 3.0 **Cost Reimbursable**  
**Subcontract support** **\$29,000.00**  
 To conduct independent services as described **FAA Estimate**  
 In the PWS when required. When services are defined  
 By the FAA the CO or designated Representative will  
 Issue a Task Performance Work Statement. The proposed  
 task hours, schedule, and price is subject to negotiation  
 between the contractor and The FAA Contracting officer.  
 A delivery order will be issued to fund the task and authorize  
 performance upon mutual agreement.
- 4.0 **Cost Reimbursable**  
**Travel Expenses Supporting CAMI AAM-600** **\$10,000.00**  
 Task orders to include transportation **FAA Estimate**  
 and subsistence when requested by  
 the FAA, authorized and funded in advance  
 by the FAA CO. A Delivery Order will be issued by  
 the CO to fund the task prior to incurring expenses.  
 Travel expenses will be reimbursed IAW Travel  
 IAW AMS Travel Clause and Federal Travel Regulation
- 5.0 **To be negotiated**  
**Over & Above Services** **TBD**  
 Additional services not contemplated in the PWS, but  
 within the scope of the contract services defined herein.

TOTAL PRICE BASE YR. \$ \_\_\_\_\_

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**SCHEDULE B -- SUPPLIES/SERVICE**

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This is a competitive acquisition for FAA Civil Aerospace Medical Institute (CAMI) Technical Research Support Services generated by the CAMI Biomedical Research Division (AAM-600). The support services shall be performed in accordance with the Contract Line Item Numbers (CLINs) below and mutually agreed clauses and provisions provided herein. The Technical Support Services will be established with Fixed Prices, Fixed Hourly Rates (with Not-to-Exceed total estimates), and cost reimbursable pricing arrangements.

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Option Year 1: March 2011 through February 2012

CLIN*	ITEM DESCRIPTION	Total Price
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**FIXED PRICE**

6.0	<p>Technical Support Services assisting FAA CAMI (AAM 600)</p> <p>Aero Medical Research Division with Program Management, Supervision, administration, and Full Time labor as described below.</p> <p>The full time equivalents will perform a 40 hour work week (1840 hours annually) and shall meet the labor qualifications defined in appendix 1.</p> <p>The type duties to be performed by the support labor is described in the PWS and appendix 1. A delivery order will be issued by the FAA CO for the total fixed Price to fund annual performance. FAA Tasks will be coordinated through the Program Manager for the Labor categories below.</p>	<p>\$ _____</p> <p><b>FIXED PRICE</b></p>
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Labor Category	QTY	
Engineering Tech	1 Full Time Equivalent (FTE)	
Biological Science Lab Technician	1 Full Time Equivalent (FTE)	
Data Analyst	2 Full Time Equivalent (FTE)	
Technical Research PHD	1 Full Time Equivalent (FTE)	
Biological Science Lab Technologist	1 Full Time Equivalent (FTE)	

7.0	<p>Fixed Hourly Rate</p> <p>Support Labor</p> <p>To conduct support services</p> <p>Described by the PWS. The CO will request the services by Task performance work statement as Labor is required for any of the categories below. The proposed hours/delivery is subject to negotiation between the contractor and The FAA Contracting Officer. A delivery order will be issued to fund the task and authorize performance upon mutual agreement.</p>	<p>\$ _____</p> <p><b>TTL Estimate</b></p>
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Labor Category	Annual Est. hours	Fixed Hourly Rate \$	Total Estimate (1 hr * FHR)
Healthcare Professional	1		
Research Chemist	1		
Biostatistician	1		
Industrial Hygienist/Environmental Health Specialist.	1		
Aircraft Mechanic	1		

Computer Programmer Data Technician	1		
Mathematical Technician	1		
Water Survival Training Specialist	1		
Life Guard	1		
Sum all categories			\$

- 8.0 **Cost Reimbursable**  
**Subcontract support** **\$29,000**  
 To conduct independent services as described FAA Estimate  
 In the PWS when required. When services are defined  
 By the FAA the CO or designated Representative will  
 Issue a Task Performance Work Statement. The proposed  
 task hours, schedule, and price is subject to negotiation  
 between the contractor and The FAA Contracting officer.  
 A delivery order will be issued to fund the task and authorize  
 performance upon mutual agreement.
- 9.0 **Cost Reimbursable**  
**Travel Expenses Supporting CAMI AAM-600** **\$10,000.00**  
 Task orders to include transportation **FAA Estimate**  
 and subsistence when requested by  
 the FAA, authorized and funded in advance  
 by the FAA CO. A Delivery Order will be issued by  
 the CO to fund the task prior to incurring expenses.  
 Travel expenses will be reimbursed IAW Travel  
 IAW AMS Travel Clause and Federal Travel Regulation
- 10.0 **To be negotiated**  
**Over & Above Services** **TBD**  
 Additional services not contemplated in the PWS, but  
 within the scope of the contract services defined herein.

TOTAL PRICE OPTION YR 1 \$ \_\_\_\_\_

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**SCHEDULE B – SUPPLIES/SERVICES**

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This is a competitive acquisition for FAA Civil Aerospace Medical Institute (CAMI) Technical Research Support Services generated by the CAMI Biomedical Research Division (AAM-600). The support services shall be performed in accordance with the Contract Line Item Numbers (CLINs) below and mutually agreed clauses and provisions provided herein. The Technical Support Services will be established with Fixed Prices, Fixed Hourly Rates (with Not-to-Exceed total estimates), and cost reimbursable pricing arrangements

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Option Year 2: March 2012 through February 2013

CLIN*	ITEM DESCRIPTION	Total Price
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**FIXED PRICE**

11.0	<p>Technical Support Services assisting FAA CAMI (AAM 600)</p> <p>Aero Medical Research Division with Program Management, Supervision, administration, and Full Time labor as described below.</p> <p>The full time equivalents will perform a 40 hour work week (1840 hours annually) and shall meet the labor qualifications defined in appendix 1.</p> <p>The type duties to be performed by the support labor is described in the PWS and appendix 1. A delivery order will be issued by the FAA CO for the total fixed Price to fund annual performance. FAA Tasks will be coordinated through the Program Manager for the Labor categories below.</p>	<p>\$ _____</p> <p><b>FIXED PRICE</b></p>
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Labor Category	QTY	
Engineering Tech	1 Full Time Equivalent (FTE)	
Biological Science Lab Technician	1 Full Time Equivalent (FTE)	
Data Analyst	2 Full Time Equivalent (FTE)	
Technical Research PHD	1 Full Time Equivalent (FTE)	
Biological Science Lab Technologist	1 Full Time Equivalent (FTE)	

12.0	<p>Fixed Hourly Rate</p> <p>Support Labor</p> <p>To conduct support services</p> <p>Described by the PWS. The CO will request the services by Task performance work statement as Labor is required for any of the categories below. The proposed hours/delivery is subject to negotiation between the contractor and The FAA Contracting Officer. A delivery order will be issued to fund the task and authorize performance upon mutual agreement.</p>	<p>\$ _____</p> <p><b>TTL Estimate</b></p>
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Labor Category	Annual Est. hours	Fixed Hourly Rate \$	Total Estimate (1 hr * FHR)
Healthcare Professional	1		
Research Chemist	1		
Biostatistician	1		
Industrial Hygienist/Environmental Health Specialist.	1		
Aircraft Mechanic	1		
Computer Programmer Data Technician	1		

Mathematical Technician	1		
Water Survival Training Specialist	1		
Life Guard	1		
Sum all Categories			\$

**Cost Reimbursable**

- 13.0 Subcontract support \$29,000.00  
FAA Estimate
- To conduct independent services as described  
In the PWS when required. When services are defined  
By the FAA the CO or designated Representative will  
Issue a Task Performance Work Statement. The proposed  
task hours, schedule, and price is subject to negotiation  
between the contractor and The FAA Contracting officer.  
A delivery order will be issued to fund the task and authorize  
performance upon mutual agreement.

**Cost Reimbursable**

- 14.0 Travel Expenses Supporting CAMI AAM-600 \$10,000.00  
FAA Estimate
- Task orders to include transportation  
and subsistence when requested by  
the FAA, authorized and funded in advance  
by the FAA CO. A Delivery Order will be issued by  
the CO to fund the task prior to incurring expenses.  
Travel expenses will be reimbursed IAW Travel  
IAW AMS Travel Clause and Federal Travel Regulation

**To be negotiated**

- 15.0 Over & Above Services TBD
- Additional services not contemplated in the PWS, but  
within the scope of the contract services defined herein.

TOTAL PRICE OPTION YR 2 \$ \_\_\_\_\_

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**SCHEDULE B -- SUPPLIES/SERVICES**

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This is a competitive acquisition for FAA Civil Aerospace Medical Institute (CAMI) Technical Research Support Services generated by the CAMI Biomedical Research Division (AAM-600). The support services shall be performed in accordance with the Contract Line Item Numbers (CLINs) below and mutually agreed clauses and provisions provided herein. The Technical Support Services will be established with Fixed Prices, Fixed Hourly Rates (with Not-to-Exceed total estimates), and cost reimbursable pricing arrangements.

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Option Year 3: March 2013 through February 2014

CLIN* ITEM DESCRIPTION	Total Price
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<p><u>Fixed Price</u></p> <p>16.0 Technical Support Services assisting FAA CAMI (AAM 600) Aero Medical Research Division with Program Management, Supervision, administration, and Full Time labor as described below. The full time equivalents will perform a 40 hour work week (1840 hours annually) and shall meet the labor qualifications defined in appendix 1. The type duties to be performed by the support labor is described in the PWS and appendix 1. A delivery order will be issued by the FAA CO for the total fixed Price to fund annual performance. FAA Tasks will be coordinated through the Program Manager for the Labor categories below.</p>	<p>\$ _____</p> <p><b>FIXED PRICE</b></p>
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Labor Category	QTY	
Engineering Tech	1 Full Time Equivalent (FTE)	
Biological Science Lab Technician	1 Full Time Equivalent (FTE)	
Data Analyst	2 Full Time Equivalent (FTE)	
Technical Research PHD	1 Full Time Equivalent (FTE)	
Biological Science Lab Technologist	1 Full Time Equivalent (FTE)	

<p>Fixed Hourly Rate</p> <p>17.0 Support Labor</p> <p>To conduct support services Described by the PWS. The CO will request the services by Task performance work statement as Labor is required for any of the categories below. The proposed hours/delivery is subject to negotiation between the contractor and The FAA Contracting Officer. A delivery order will be issued to fund the task and authorize performance upon mutual agreement.</p>	<p>\$ _____</p> <p><b>TTL Estimate</b></p>
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Labor Category	Annual Est. hours	Fixed Hourly Rate \$	Total Estimate (1 hr * FHR)
Healthcare Professional	1		
Research Chemist	1		
Biostatistician	1		
Industrial Hygienist/Environmental Health Specialist.	1		
Aircraft Mechanic	1		
Computer Programmer	1		



Data Technician			
Mathematical Technician	1		
Water Survival Training Specialist	1		
Life Guard	1		
SUM ALL CATEGORIES			\$

**Cost Reimbursable**

- 18.0 Subcontract support \$29,000.00  
FAA Estimate
- To conduct independent services as described  
In the PWS when required. When services are defined  
By the FAA the CO or designated Representative will  
Issue a Task Performance Work Statement. The proposed  
task hours, schedule, and price is subject to negotiation  
between the contractor and The FAA Contracting officer.  
A delivery order will be issued to fund the task and authorize  
performance upon mutual agreement.

**Cost Reimbursable**

- 19.0 Travel Expenses Supporting CAMI AAM-600 \$10,000.00  
FAA Estimate
- Task orders to include transportation  
and subsistence when requested by  
the FAA, authorized and funded in advance  
by the FAA CO. A Delivery Order will be issued by  
the CO to fund the task prior to incurring expenses.  
Travel expenses will be reimbursed IAW Travel  
IAW AMS Travel Clause and Federal Travel Regulation

**To be negotiated**

- 20.0 Over & Above Services TBD
- Additional services not contemplated in the PWS, but  
within the scope of the contract services defined herein.

TOTAL PRICE OPTION YR 3 \$ \_\_\_\_\_

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**SCHEDULE B -- SUPPLIES/SERVICES**

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This is a competitive acquisition for FAA Civil Aerospace Medical Institute (CAMI) Technical Research Support Services generated by the CAMI Biomedical Research Division (AAM-600). The support services shall be performed in accordance with the Contract Line Item Numbers (CLINs) below and mutually agreed clauses and provisions provided herein. The Technical Support Services will be established with Fixed Prices, Fixed Hourly Rates (with Not-to-Exceed total estimates), and cost reimbursable pricing arrangements.

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Option Year 4: March 2014 through February 2015

CLIN*	ITEM DESCRIPTION	Total Price
	<u>Fixed Price</u>	
21.0	Technical Support Services assisting FAA CAMI (AAM 600) Aero Medical Research Division with Program Management, Supervision, administration, and Full Time labor as described below. The full time equivalents will perform a 40 hour work week (1840 hours annually) and shall meet the labor qualifications defined in appendix 1. The type duties to be performed by the support labor is described in the PWS and appendix 1. A delivery order will be issued by the FAA CO for the total fixed Price to fund annual performance. FAA Tasks will be coordinated through the Program Manager for the Labor categories below.	\$ _____ <b>FIXED PRICE</b>

Labor Category	QTY	
Engineering Tech	1 Full Time Equivalent (FTE)	
Biological Science Lab Technician	1 Full Time Equivalent (FTE)	
Data Analyst	2 Full Time Equivalent (FTE)	
Technical Research PHD	1 Full Time Equivalent (FTE)	
Biological Science Lab Technologist	1 Full Time Equivalent (FTE)	

22.0	<p><u>Fixed Hourly Rate</u> Support Labor To conduct support services Described by the PWS. The CO will request the services by Task performance work statement as Labor is required for any of the categories below. The proposed hours/delivery is subject to negotiation between the contractor and The FAA Contracting Officer. A delivery order will be issued to fund the task and authorize performance upon mutual agreement.</p>	<p>\$ _____ TTL Estimate</p>
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Labor Category	Annual Est. hours	Fixed Hourly Rate \$	Total Estimate (1 hr * FHR)
Healthcare Professional	1		
Research Chemist	1		
Biostatistician	1		
Industrial Hygienist/Environmental Health Specialist.	1		
Aircraft Mechanic	1		
Computer Programmer Data Technician	1		

Mathematical Technician	1		
Water Survival Training Specialist	1		
Life Guard	1		
SUM ALL CATEGORIES			\$

- 23.0 Cost Reimbursable  
 Subcontract support **\$29,000.00**  
 To conduct independent services as described **FAA Estimate**  
 In the PWS when required. When services are defined  
 By the FAA the CO or designated Representative will  
 Issue a Task Performance Work Statement. The proposed  
 task hours, schedule, and price is subject to negotiation  
 between the contractor and The FAA Contracting officer.  
 A delivery order will be issued to fund the task and authorize  
 performance upon mutual agreement.
- 24.0 Cost Reimbursable  
 Travel Expenses Supporting CAMI AAM-600 **\$10,000.00**  
 Task orders to include transportation **FAA Estimate**  
 and subsistence when requested by  
 the FAA, authorized and funded in advance  
 by the FAA CO. A Delivery Order will be issued by  
 the CO to fund the task prior to incurring expenses.  
 Travel expenses will be reimbursed IAW Travel  
 IAW AMS Travel Clause and Federal Travel Regulation
- 25.0 To be negotiated  
 Over & Above Services **TBD**  
 Additional services not contemplated in the PWS, but  
 within the scope of the contract services defined herein.

TOTAL PRICE OPTION YR 4 \$ \_\_\_\_\_

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TOTAL PROPOSED PRICE ALL YEARS (BASE AND 4 OPTION YRS) \$ \_\_\_\_\_

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PART I - SECTION C  
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK (JAN 1997)

CLA.1112

The contractor shall furnish all required labor, facilities, materials, and equipment to provide technical services to assist the research objectives of the FAA Aerospace Medical Division, and constituent research laboratories as described in the attached Performance Work Statement dated Oct. 6, 2009, and provisions of the contract. The Contractor will require access to FAA facilities.

PART I - SECTION D  
PACKAGING AND MARKING

Not Applicable

PART I - SECTION E  
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled 3.10.4-5 Inspection - Time-and-Material and Labor-Hour AMS 3.10.4-5 (April 1996)

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F  
DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

The Contract support shall provide services at the FAA Aero Center, CAMI (AAM-600) facility located 6500 S MacArthur Oklahoma City, OK 73169, or as designated by Task Order.

F.2 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.3

CONTRACT PERIOD (JAN 1997)

CLA 1604

The effective period of this contract is one year from Feb. 16, 2010, or date of award, whichever is later. The base period may be extended by the exercise of up to four (4) one-year options at the sole discretion of the Government.

Base Year - Beginning Feb. 16, 2010 through Feb. 16, 2011

Option Yr 1 Feb. 16, 2011 — Feb. 15, 2012

Option Yr 2 Feb. 16, 2012 — Feb. 15, 2013

Option Yr 3 Feb. 16, 2013 — Feb. 15, 2014

Option Yr 4 Feb. 16, 2014 — Feb. 15, 2015

### 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

3.10.1-24 Notice of Delay (November 1997)

3.11-34 FOB Destination (April 1999)

## PART I — SECTION G CONTRACT ADMINISTRATION DATA

### G.1 ACCOUNTING AND APPROPRIATION DATA (JAN 1997)

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

### G.2 INVOICING PROCEDURES - GENERAL (JUL 1997)

CLA.0135R

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) One copy to:

FAA Civil Aero Medical Institute (CAMI)  
ATTN: CAMI RESEARCH DIV. (AAM-600)

6500 S MacArthur Blvd.  
Oklahoma City, OK 73169

(a) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number (Cover sheet—SF1034)
- (2) Noun description of services (project title) and/or supplies including applicable line item number(s) and quantity(s) that were provided.

Level 1 -Current amount invoiced and the cumulative value of all invoices to date by CLIN.

- i. Total Hourly Labor for this invoice and cumulative value of all labor invoiced to date. Total
- ii. Travel and the cumulative value of all travel invoiced to date.
- iii. Total Subcontract and the cumulative value of all Subcontract costs invoiced to date.

Level 2 — Details supporting the information shown on level 1 as follows:

- i. labor listed by person, category, hours, rates, and amounts
- ii. travel breakdown of all actual travel and per diem expenses by trip and employee name and project.
- iii. Subcontract costs by project, type and or items purchased.

Level 3 Back up documentation

- i. receipts (travel, equipment purchases, etc.)

(3) Extend totals for invoiced quantities.

- (b) For any item rejected on a delivery order, the contractor is required to resubmit their revised invoice.
- (c) Invoices on rejected items will not be considered unless resubmitted.

#### G.4 Deliveries to the Mike Monroney Aeronautical Center (MMAC) (JAN 2002)

CLA.4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

#### 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

#### 3.10.1-22 Contracting Officer's Technical Representative (January 2008)

**Part H – Section**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 DELIVERY ORDER NOT-TO-EXCEED PRICE**

a) A Delivery Order will be issued to identify the required delivery for Contract Line Item Number(s), rate(s)/price(s), funding obligations, and the performance period in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed (NTE) estimate in total dollars for CLINS that are other than Firm Fixed Price.

b) As a result of ordering CLIN services, the Delivery Order will identify a total "Not-to- Exceed" (NTE) ceiling. The services shall be ordered IAW with the established rates/prices and estimated totals established in Section B – Supplies/Services Costs/Price. The Contractor shall not exceed the obligated CLIN totals identified in the Delivery Order.

(c) A ceiling price will be established for each Tasked Delivery Order issued hereunder. The FAA shall not be obligated to pay the Contractor any amount in excess of the total price ceiling set forth in the tasked order, and the contractor shall not be obligated to continue performance if to do so would exceed the established total ceiling price, unless and until the Contracting Officer or designated representative shall have notified the Contractor in writing that exceeding the total price for the Task Order has been authorized and funding is available for the revised total.

(d) The sum of all of Task Orders shall not exceed the total obligated funding on the Delivery Order.

**H.2 TASK REQUESTS**

(a) Segregable tasks are contemplated for the support services described herein. All tasks will be coordinated between the FAA CO or designated representative and the Contract Program Manager. The following activity governs such effort.

(1) CLIN 0001 and related Option Yr Technical Services (FIXED PRICE) -- The COTR will coordinate tasks for each labor category to the Contract Program Manager on monthly basis. The tasks will be performed via support services during a forty hour work week and the personnel will be supervised and performance monitored by the contractor. Completion of the tasks and quality of performance will be documented by report for each monthly invoice submitted as supporting documentation for FAA acceptance of Contract performance/delivery. Any errors or discrepancy regarding the quality of performance/delivery will be remedied prior to payment.

(2) CLIN 002 – CLIN 0005 and related Option Yr Services (FIXED HOURLY RATES, COST REIMBURSABLE)

The COTR may coordinate the task request to the Program Manager for the support services when required. The FAA task performance work statement identifying the required support services may request labor by category, independent services, subcontract support, and/or travel requirements and delivery date desired. The Contractor shall review the task request and respond to the FAA Contracting Officer in writing to identify the technical solution/labor, price and total estimates, and delivery schedule. Any required service shall only be performed by qualified personnel, in facilities designated by the Contracting Officer or COTR. The submittal of Resumes may be required to support qualifications, and the submittal is subject to negotiation between the FAA Contracting Officer and the Program Manager. The Contractor submits the proposed task response to the CO including the information listed below:

- (i) a proposed management plan of action
- (ii) concurrence of ability to meet the milestones or alternate milestones
- (iii) proposed completion or delivery date
- (iv) proposed travel costs (if applicable)
- (v) For CLINs that are not established as Fixed Price, submit a breakdown of the proposed costs by number of hours and labor category as applicable to Part I, section B
- (vi) a breakdown and description of the proposed direct material costs (if applicable)

Upon mutual agreement of the task solution, price and delivery the CO will document the agreement by funding of the task via Delivery Order. Services shall not commence until receipt of a task performance work statement and Delivery order(s), signed, dated, and issued by the Contracting Officer. Each task performance work statement ordered will contain the following information.

- (i) Contract Number, delivery order number and applicable task order number
- (ii) Description of services to be performed
- (iii) Delivery Schedule
- (iv) Total estimated cost ceiling
- (v) applicable special provisions.

Completion of the tasks and quality of performance will be documented by report for each monthly invoice submitted as supporting documentation for FAA acceptance of Contract performance/delivery. Any errors or discrepancy regarding the quality of performance/delivery will be remedied prior to payment.

### **H.3 Environmental, Safety and Health (July 2008)**

**CLA.0090**

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy which states:

"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- • Ensure compliance with all applicable environmental requirements
- Minimize pollution and waste
- Conserve natural resources
- Continually improve environmental performance

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."

(4) The requirements of the MMAC Environmental Management System (EMS) which is modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at:

[https://employees.faa.gov/employee\\_services/regent\\_services/mmac/amp/env/mgt\\_system/](https://employees.faa.gov/employee_services/regent_services/mmac/amp/env/mgt_system/).

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Health and Safety (OHS) Policy which states:

"The Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the health and safety of our employees and neighbors. It is our policy to ensure that employees, students and visitors are provided with workplaces that are free from recognized hazards that may cause serious illness or injury. In keeping with this commitment; we will implement, maintain and continually improve our health and safety performance by utilizing a comprehensive Occupational Health and Safety Management System which:

- Ensures compliance with all applicable occupational safety and health requirements
- Identifies hazards, assesses risks and implements controls
- Prevents injury and illness
- Establishes health and safety objectives



Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a healthy and safe work environment for employees, students and visitors."

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer not later than November 30 of each year and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;

(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer (CO) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the CO may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the CO. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the CO to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause. (End of Clause)

#### **H.4 DIRECT HOURLY LABOR RATE (JAN 1997)**

**CLA.0125**

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No

adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

#### **NOTE:**

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

#### **EXAMPLE**

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I Employee A - \$22.00		100	\$ 2,200.00	
		Employee B - \$20.00	100	2,000.00
		Employee C - \$19.00	100	1,900.00
		Employee D - \$19.50	100	1,950.00
Invoice Total		400	\$ 8,050.00	
Previous Totals (All other invoices)			<u>4,000</u>	<u>79,950.00</u>
Cumulative Total			<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average:  $\$88,000 / 4,400 \text{ hours} = \$20.00$

Cumulative Amount Billed:  $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00	100	\$ 1,800.00
	Employee H - \$19.00	100	1,900.00
	Employee J - \$18.50	100	1,850.00
Invoice Total	300	\$ 5,550.00	
Previous Totals (All other invoices)		<u>4,000</u>	<u>74,400.00</u>
Cumulative Total		<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average  $\$79,950 / 4,300 \text{ hours} = \$18.59$

Cumulative Amount Billed:  $\$32.00 \times 4,300 \text{ hours} = \$137,600$

#### Final Billing Adjustment

##### Skill I

Wage ratio 93% ( $\$20.00/\$21.50$ ), Variance 7% (100%-93%),

Adjustment 5% (98%-93%)

Credit to Government \$8,360 ( $\$167,200 \times 5\%$ )

##### Skill II

Wage ratio 99% ( $\$18.59/\$18.75$ ), Variance 1% (100%-99%),

Adjustment 0% (98%-99%)

Credit to Government \$-0- ( $\$137,600 \times 0\%$ )

## H.5 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for

private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

#### **H.6 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)**

**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or non-binding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

#### **H.7 Notice of Contractor Testimony (September 2006)**

**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

#### **H.8 PERSONNEL AND SUPERVISION (OCTOBER 2006)**

**CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

#### **H.9 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)**

**CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**PART I -- SECTION I**  
**CONTRACT CLAUSES**

**I.1 CEILING PRICE (JAN 1997)****CLA.0120**

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

**I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)****CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

**I.3 LIABILITY INSURANCE (JAN 1997)****CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA Office of Acquisition  
AMQ-340/ACO  
P. O. Box 25082  
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

**I.3 WARRANTY - SERVICES (JAN 1997)****CLA.3313**

(a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by FAA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.

(b) Corrections shall be at no cost to FAA, and any services or materials corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed.

**3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

**ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS**

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**3.2.4-16r Ordering (October 1996)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery order by the individuals or activities designated in the Schedule. Such orders may be issued from the contract award date through the expiration date of the contract.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**3.2.4-16 Alternate I Ordering (October 1996)**

Include the following paragraph (d) in cost reimbursement indefinite quantity contracts:

(d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

**3.2.4-17 Order Limitations (October 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of \$500,000.00
- (2) Any order for a combination of items in excess of \$500,000.00 or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **3.2.4-20 Indefinite Quantity (July 1996) (applicable to all Clins except Clin 001 and associated Option Yr Clins for FTEs)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the ending date of the performance period (February 2011), or ending date of option performance period (when exercised).

### **3.2.4-34 Option to Extend Services (April 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

### **3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor not later than the expiration date of the current contract period provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months or 5 years 6 months.

### **3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond FY10. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond FY10, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.



(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;

- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

### **3.3.2-2 Reimbursement for Travel and Subsistence (October 2009)**

a) Travel and subsistence are authorized for work performed under this contract. The contractor will be reimbursed for allocable, allowable and reasonable travel expenses only to the extent permitted by the FAA Travel Regulation and at the per diem rates specified in the Federal Travel Regulations.

(b) The Contractor must conduct a cost analysis prior to the start of travel to determine the most cost effective means of travel. Alternate airports must be used where available and within a reasonable commuting distance, if it will result in lower costs.

(c) The Contractor must summarize the travel (date and place of the expenses, purpose of the trip, name of person(s) of trip and title or relationship to contractor) and submit the information in accordance with the invoicing instructions in Section G of the contract. The Contractor's travel expense report must be provided to the Contracting Officer at the same time the invoice is submitted for payment.

(d) Travel will be reimbursed in accordance with the above and the Contractor's provisional G&A rate applicable to the time the travel occurred.

### **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)**

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

### **3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees**

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

#### **NOTICE TO EMPLOYEES**

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board  
Division of Information  
1099 14th Street, NW  
Washington, D.C. 20570  
1-866-667-6572  
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: [www.nlr.gov](http://www.nlr.gov).

2. The contractor will comply with all provisions of E.O. 13502 of February 6, 2009, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13502 of February 6 2009. Such other

sanctions or remedies may be imposed as are provided in E.O. 13502 of February 6, 2009, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to E.O. 13502 of February 6, 2009, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

### **3.8.2-17 Key Personnel and Facilities (July 1996)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

- Project Manager
- Biological Laboratory Technician
- Biological Laboratory Technologist
- Engineering Technician
- Data Analyst
- Technical Research Professional

### **3.8.2-22 Substitution or Addition Of Personnel (October 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first **180 days of** contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the

overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 60 days (if a security clearance must be obtained, at least 30 before the proposed date of substitution or addition). The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

### 3.9.1-1 Contract Disputes (September 2009)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

### **3.14-2 Contractor Personnel Suitability Requirements (January 2009)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity,

type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

**Headquarters Contracts:**

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

**Regional and Center Contracts:**

**FAA Mike Monroney Aeronautical Center**  
**AMC-700/Security and Investigations Division**  
**6500 S. MacArthur Blvd.**  
**OKC, OK 73169**

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any



offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the

contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the AMC-700/ Security and Investigations Division. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting AMC-700 Security and Investigations Division/(405) 954-7965 ].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

### 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-1	EXCLUSION FROM FUTURE AGENCY CONTRACTS	AUGUST 1997
3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST	AUGUST 1997
3.1.8-1	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.1.8-2	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.2.2.3-8	AUDIT AND RECORDS	FEBRUARY 2009
3.2.2.3-33	ORDER OF PRECEDENCE	JULY 2004
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	APRIL 1996
3.2.2.7-7	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	FEBRUARY 2009
3.2.2.7-8	DISCLOSURE OF TEAM ARRANGEMENTS	APRIL 2008
3.2.4-5	ALLOWABLE COST AND PAYMENT	APRIL 2001
3.2.5-1	OFFICIALS NOT TO BENEFIT	APRIL 1996
3.2.5-3	GRATUITIES OR GIFTS	JANUARY 1999
3.2.5-4	CONTINGENT FEES	OCTOBER 1996
3.2.5-5	ANTI-KICKBACK PROCEDURES	OCTOBER 1996
3.2.5-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA	JUNE 1996
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES	APRIL 1996
3.3.1-1	PAYMENTS	APRIL 1996
3.3.1-5	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	APRIL 2001
3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT	APRIL 1996
3.3.1-15	ASSIGNMENT OF CLAIMS	APRIL 1996
3.3.1-17	PROMPT PAYMENT	JANUARY 2008
3.3.2-1	FAA COST PRINCIPLES	OCTOBER 1996

3.4.1-12	INSURANCE	JULY 1996
3.4.1-13	ERRORS AND OMISSIONS	JULY 1996
3.5-13	RIGHTS IN DATA — GENERAL	JANUARY 2009
3.5-13 Alt IV	RIGHTS IN DATA	JANUARY 2009
3.5.16	RIGHTS IN DATA — SPECIAL WORKS	JANUARY 2009
3.6-1.1	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JULY 2006
3.6.1-3	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SERVICE DISABLED VETERAN OWNED BUSINESS CONCERNS.	FEBRUARY 2009
3.6.1-4	SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN	APRIL 2007
3.6.1-7	LIMITATIONS ON SUBCONTRACTING	JULY 2008
3.6.1-9	MENTOR PROTÉGÉ PROGRAM	OCTOBER 2006
3.6.2-2	CONVICT LABOR	APRIL 1996
3.6.2-9	EQUAL OPPORTUNITY	AUGUST 1998
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APRIL 2007
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	APRIL 2000
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA	APRIL 2007
3.6.2-16	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APRIL 1996
3.6.2-28	SERVICE CONTRACT ACT OF 1965, AS AMENDED	APRIL 1996
3.6.2-30	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT — PRICE ADJUSTMENT MULTIPLE YEAR OPTION AND OPTION CONTRACTS	APRIL 1996
3.6.2-35	PREVENTION OF SEXUAL HARRASSMENT	APRIL 1998
3.6.2-39	TRAFFICKING IN PERSONS	JANUARY 2008
3.6-2-40	NONDISPLACEMENT OF QUALIFIED WORKERS	APRIL 2009
3.6.3-2	CLEAN AIR AND CLEAN WATER	APRIL 1996
3.6.3-11	TOXIC CHEMICAL RELEASE REPORTING	APRIL 2008
3.6.3-16	DRUG FREE WORKPLACE	JANUARY 2004
3.6.4-10	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	APRIL 1996
3.7-1	PRIVACY ACT NOTIFICATION	OCTOBER 1996
3.7-2	PRIVACY ACT	OCTOBER 1996
3.8.2-11	CONTINUITY OF SERVICES	APRIL 1996
3.10.1-1	NOTICE OF INTENT TO DISALLOW COSTS	APRIL 1996
3.10.1-7	BANKRUPTCY	APRIL 1996
3.10.1-12	CHANGES FIXED PRICE AND ALTERNATE I	APRIL 1996
3.10.1-14	CHANGES — TIME AND MATERIAL OR LABOR HOUR	APRIL 1996
3.10.1-25	NOVATION AND CHANGE OF NAME AGREEMENTS	OCTOBER 2007
3.10.2-2	SUBCONTRACTS (COST REIMBURSEMENT AND CEILING PRICED CONTRACTS)	OCTOBER 1996
3.10.2-3	SUBCONTRACTS (TIME AND MATERIALS AND LABOR-HOUR CONTRACTS)	APRIL 1996
3.10.3-1	DEFINITIONS	APRIL 2004
3.10.3-2	GOVERNMENT PROPERTY BASIC AND ALTERNATE II	APRIL 2004
3.10.6-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	OCTOBER 1996
3.10.6-3	TERMINATION (COST REIMBURSEMENT) AND ALTERNATE IV	OCTOBER 1996
3.10.6-4	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	OCTOBER 1996
3.10.6-7	EXCUSABLE DELAYS	OCTOBER 1996
3.13-11	PLAIN LANGUAGE	JULY 2006
3.13-5	SEAT BELT USE BY CONTRACOR EMPLOYEES	JANUARY 1999

PART III - SECTION J  
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Requirement for Screening of Contractor Personnel (Attachment 2 — 2 pg)		SIR 51-52
Direct Hourly Labor Rate (Attachment 3 -1 pg)		SIR 53
Attachment A Performance Work Statement	10/1/2009	16
DOL Wage Determination (WD) 2005-2431-rev 10	10/05/2009	10

## BUSINESS DECLARATION

Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_  
 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_

a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_

a. Name of Person Making Declaration \_\_\_\_\_

b. Telephone Number of Person Making Declaration \_\_\_\_\_

c. Position Held in the Company \_\_\_\_\_

5 Controlling Interest in Company ("X" all appropriate boxes)

☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American  
☐ e. Other Minority ☐ f. Other (Specify) \_\_\_\_\_  
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business

6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_

7 Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_

8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_

9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership \_\_\_\_\_

☐ c. Other (Explain) \_\_\_\_\_

10. Gross receipts of the firm for the last three years: a.1. Year Ending: \_\_\_\_\_ b.1. Gross Receipts \_\_\_\_\_

a.2. Year Ending: \_\_\_\_\_ b.2. Gross Receipts \_\_\_\_\_ a.3. Year Ending: \_\_\_\_\_ b.3. Gross \_\_\_\_\_

11. Is the firm a small business? ☐ a. Yes ☐ b. No

12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No

13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_  
 ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I  
 AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_  
 c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_  
 \_\_\_\_\_ OMB Control No. 2120-0595 FAA Template No. 61

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS**  
**AND OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)      CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **541 Professional, Scientific Research and Development Services.**
- (2) The small business size standard is 500 employees
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2      SCREENING INFORMATION REQUEST DOCUMENT      CLA.4532**  
**CERTIFICATION (MAR 1999)**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3   Certification of Contractor Conformance to the MMAC Environmental Management System (EMS)**  
**(JULY 2008) CLA.4560**

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS as required by Clause 0090, Environmental, Safety, and Health Program.

Authorized Representative: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)**

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 120 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

### **3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)**

By checking the applicable box, the offeror (you) represents that—

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

### **3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: [list names, titles, and telephone numbers of the authorized negotiators].

NAME: TITLE:

TELEPHONE NO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **3.2.2.3-35 Annual Representations and Certifications (July 2004)**

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

**3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(1)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)**

In accordance with AMS Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_



### 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that—

(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that-

(a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

### 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (APRIL 1996)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.6.2-5	CERTIFICATION OF NONSEGREGATED FACILITIES	APRIL 1996
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUNE 1999

## PART IV - SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

### L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) *This is a competitive acquisition set aside for SEDB/BA small businesses* that meet the size standard shown in Section K above. Vendors must provide with their proposals, the SIR business declaration including their DUNS. Sources must be CCR registered identifying the ORCA Business size for the offeror submitting the proposal (prime contractor). Offerors who fail to respond with the requested information will be considered nonresponsive offerors and will not be considered for technical evaluation or award. Registration in CCR is required to be eligible for award

(b) The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997. . Evaluations involved will permit the FAA to select an offer that is the most highly rated submission as determined to be the overall "best value" to the FAA.

(c) This document constitutes a formal SIR for which an award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein. Complete written proposal submissions are required. Additional instructions are provided in Sections L and M. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals.

(d) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications may be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

## **L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS**

Submit your offer in accordance with the information identified as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and is required in the format outlined below.

**Table 1. Proposal Organization**

<u>Volume</u>	<u>Title</u>	<u>Copies</u>	<u>Page Limit</u>
I	Contract Documentation	1	all pages (return a signed copy of the SIR with <u>all</u> pages)
II	Technical Proposal	4	50
III	Price Proposal	1	15

(c) Common items for each volume are:

- (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
- (2) Single or double spacing (Offeror's option)
- (4) Font: Times New Roman, no smaller than 11 point.

The Offeror may submit exceptions to the contract provisions, or alternate proposals. However, the alternate proposals may not be evaluated and exceptions to provisions are subject to negotiation.

**L.3 Contract Documentation – Volume I.** This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and, Section K, Representations and Certifications, with all required fill-ins, supporting information and signatures. Completion of these documents indicates that the Offeror has read and agrees to the terms and conditions contained in SIR Sections A through K. The FAA may consider Offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such Offerors may not be given the opportunity to revise their offers. Return a completed, signed, copy of the complete SIR which includes all Section A, through M.

**L.4 Technical Proposal - Volume II.** The offeror should respond to the technical factors below with information relevant to the Performance Work Statement (PWS) requirement. The technical proposal submittal should include descriptive literature to indicate that the offeror understands the support services defined by the Performance Work Statement and Contract provisions. To provide a fair and equitable evaluation of all offers, separate and complete responses must be made to each of the following Factors/Subfactors. Evaluators will read only up to the page limit specified above.

**Factor 1 Experience**

Provide a list of two or more relevant past and present contracts performed for federal, state, or local governments or commercial sources within the past 5 years involving effort of similar complexity and magnitude. The contract information should demonstrate the offeror's ability to perform the proposed effort described in the Performance Work Statement (PWS).

Contract Number

Customer Name/Address

Contracting Officer or Program Manager Name/phone/email

Contract Period of Performance:

Contract Value:

Type Contract Pricing Arrangement (i.e. Labor Hour, Time & Material, Fixed Price)

Number of Employees performing on the Contract:

Summary of Services Provided:

**Factor 2 Ability to Recruit Technical Research Personnel**

Provide two or more examples of how technical research personnel have been recruited in the past and the length of time required to fill these positions. Describe contacts with industries, universities or other established employment networks to find personnel with unique educational and/or medical research experience.

**Factor 3 Expertise in Developing Independent Research Teams to Study a Specific Topic**

Provide two or more examples of how to develop a research team of subject matter experts who independently conduct research to support the Performance Work Statement requirements. This research initiative may include: protocol design, cost estimation, recruitment of subjects, statistical analysis of data, and formal publication of the results.

The Technical Factors will be evaluated IAW with the following Rating Scale:

- ☐ Excellent
- ☐ Good
- ☐ Acceptable
- ☐ Unacceptable

**L.5 Cost/Price Information – Volume III.** The Offeror shall provide cost/price information to include sufficient details related to the Offeror's rates and price. A Standard Form 1411 is not required with the initial proposal but may be requested by the Contracting Officer. Each Offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), totals for the base year and each option year, total for all years, and provide information on basis or development of the unit price or rates. Estimated costs and or prices shall provide visibility of rates/costs applicable to each CLIN. In addition to the number of copies set forth in Table 1 above, include supporting documentation (market info, material quotes, price list etc) used to develop the written cost/price information.

**NOTE--Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary. Failure to provide this rate information with the proposal shall make the proposal unacceptable and shall be removed from further consideration for award.**

## **L.6 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR**

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Equipment, current financial statements, and other pertinent data should be available for review at that time. Examples of the areas that may be investigated and reviewed are listed below:

- (1) Technical equipment/capability
- (2) Quality assurance
- (3) Electronic Data Interface/capability
- (4) Financial capability and Accounting systems
- (5) Other, as appropriate

(b) Offerors are advised that accomplishment of this survey is not to be construed as an indication that an Offeror will receive or is in the best position to receive the resultant award.

## **L.7 PROPOSAL ACCEPTANCE**

- (a) Only one proposal from each Offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

## **L.8 COST INFORMATION (JAN 1997)**

**CLA.0169**

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.)

## **L.9 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)**

**CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

### **3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (July 2004)**

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

### **3.2.2.3-38/alt2 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION Alternate II (JULY 2004)**

- (a) The FAA does not require cost or pricing data.
- (b) The offeror must provide the following information
  - 1. Commercial catalog or published
  - 2. Evidence of sales and pricing/rate offered in the commercial market
  - 3. Financial disclosure

### **3.2.4-1 TYPE OF CONTRACT (APRIL 1996)**

The FAA contemplates award of a Indefinite delivery/indefinite quantity Contract with Fixed Price services, and Time and Material Pricing for hourly labor, subcontract and travel expenses.

### **3.9.1-3 PROTEST (NOVEMBER 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,

Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

### **3.13-1 APPROVAL OF CONTRACT (APRIL 1996)**

This contract is subject to the written approval of CONTRACTING OFFICER/FAA OFFICE OF ACQUISITION, MIKE MONRONEY AERONATICAL CENTER and shall not be binding until so approved.

### **3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

**This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").**

3.2.2.3-1	FALSE STATEMENTS IN OFFERS	JULY 2004
3.2.2.3-11	UNNECESSARILY ELABORATE SUBMITTALS	JULY 2004
3.2.2.3-12	AMENDMENTS TO SCREENING INFORMATION REQUESTS	JULY 2004
3.2.2.3-13	SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS	JULY 2004
3.2.2.3-14	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS	JULY 2004
3.2.2.3-16	RESTRICTION ON DISCLOSING AND USING DATA	JULY 2004
3.2.2.3-17	PREPARING OFFERS	JULY 2004
3.2.2.3-18	PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS	JULY 2004
3.2.2.3-19	CONTRACT AWARD	JULY 2004
3.13-4	CONTRACTOR IDENTIFICATION NUMBER/DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APRIL 2006

**PART IV - SECTION M  
EVALUATION FACTORS FOR AWARD**

**M.1 GENERAL**

(a) **The FAA shall award a single contract to the vendor determined to be the “best value to the FAA”.** In making this “Best Value” decision, the Selection Official will consider technical factors, past performance, and price information (See AMS Clause 3.2.2.3-19 entitled Contract Award). The SIR/RFP is utilized to identify screening information and evaluate responses to the request for proposal. The proposal is defined as the Offeror's written proposal submission. Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements may be cause for rejection without further evaluation or discussion, and removed from further consideration for award.

(1) The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

(b) The SIR will be reviewed for timeliness, completeness and accuracy. Following the initial Review, each offeror that is considered responsible and responsive will be subjected to a detailed technical evaluation, past performance survey, and price analysis in accordance with the pre-established evaluation plan. The proposal evaluation will be conducted by a government evaluation team. Failure to achieve at least an “Acceptable” rating in any one of the technical factors may result in an unfavorable overall assessment. Upon completion of the technical review the selection official will consider the results of these evaluations in the award decision.

(c) The Technical proposal will be evaluated IAW paragraph L.4 Technical Factors, rating scale, and Section M.3 Technical Evaluation Criteria. Factor 2 Ability to Recruit Technical Research Personnel is significantly more important than factor 1 Experience, and Factor 3 Developing Research Teams. Factor 1 is more important than factor 3. Subjective judgment on the part of the FAA is implicit in the evaluation process.

(d) The proposed costs will be reviewed for realism and reasonableness pursuant to provision M.4 and price analysis will be conducted. The Price Proposals will not be rated or scored but will be ranked based upon total price.

(e) Past Performance Evaluation will be derived from the Offeror's references and a confidence rating will be assessed IAW provision M.5.

(f) A single contract award shall be made to the vendor determined to provide the overall best value to the FAA. The successful offer may not necessarily be the lowest priced offer. Again, technical competence is more important than Cost/Price. As technical evaluation rating scores become close, price will become the more important. An acceptable confidence rating is required.

(g) The FAA reserves the right to conduct negotiations.

## **M.2 EVALUATION OF OFFERORS**

Each proposal will be evaluated on the basis of its written submissions in response to the SIR as described at L.2 entitled Instructions for Preparation and Submission of Proposals. Separate technical and price proposals are required as described in Section L.2. Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address all elements of the SIR, does not completely address Technical Factors, the requirements for services, delivery requirements, doesn't clearly demonstrate an understanding of the Performance Work Statement, and/or the proposed costs/prices are considered out of the competitive range).

## **M.3 TECHNICAL EVALUATION**

As stated in AMS 3.2.2.7 The FAA will evaluate the technical proposal Contractor's understanding of the Performance Work Statement as related to the technical factors listed below. The cumulative ratings for each factor/subfactor will result in a total score for each offerors technical proposal.

- Factor 1 Experience
- Factor 2 Ability to Recruit Technical Research Personnel
- Factor 3 Expertise in Developing Independent Research Teams to Study a Specific Topic

The team rating for each factor will be weighed to establish a score for each offeror. The criteria for an acceptable technical response is described below as related to each factor.

### **Factor 1 Experience:**

All aspects of the evaluation factor are addressed as requested by the Screening Information Request. There are two contracts that represent work of a same/similar type and has been performed within the last five years. The complexity described demonstrates their ability to perform the FAA requirements.

### **Factor 2 Ability to Recruit Technical Research Personnel:**

There are two examples of how technical research personnel have been recruited in the past were represented and the length of time required to fill these positions was identified. The submittal describes contacts with industries, universities or other established employment networks to find personnel with unique educational and/or medical research experience.

### **Factor 3 Expertise in Developing Independent Research Teams to Study a Specific Topic:**

The submittal includes two examples of how to develop a research team of subject matter experts who independently conduct research to support the Performance Work Statement requirements. The examples of the research initiatives include protocol design, cost estimation, recruitment of subjects, statistical analysis of data, and formal publication of the results.

## **M.4 PRICE ANALYSIS**

(a) Cost/price proposals of all Offerors and all associated subcontracts over \$50,000 will be reviewed, for the base period and all option periods. **NOTE:** For overall evaluation of the proposals, price evaluation will be conducted on all CLINs. The price/cost proposals in support of all items identified in Section B will be reviewed for realism of cost, reasonableness of allocation, completeness, and total cost. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the RFO. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.



(1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in Section L, Provision L.2.

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) An Offeror's proposal price will be determined by multiplying the actual/estimated quantity times the unit price for each Contract line item (and subcontract line item), totaling the product of the calculation for all CLINs (and all option periods) to arrive at a total estimated contract value. The proposed total price (including options) will be considered in the price analysis. The evaluation of options does not obligate the Government to exercise options. Proposals that are unbalanced as to price may be rejected. An unbalanced proposal is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work of a similar nature. Prices that are unrealistically low or unreasonably high may be indicative of the Offeror's lack of understanding of the work effort or the ability to perform the contract, and may be cause for rejection of the proposal.

(c) The Offeror shall provide cost/price information to include sufficient details related to the Offeror's Total Price. Each Offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), totals for the base year and each option year, and provide information on basis or development of the unit price. Cost/price information shall provide visibility of rates/costs applicable to each CLIN. In addition to the number of copies set forth in Table 1 above, include supporting documentation (market info, material quotes, price list etc) used to develop the written cost/price information. NOTE--Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary.

## **M.5 PAST PERFORMANCE EVALUATION**

References are requested as part of the technical proposal. The burden of providing thorough and complete references and experience rests with the offeror. The FAA will issue a Past Performance Surveys to the reference provided to rate the offerors performance IAW the following rating scale:

Highly Acceptable — Offeror's performance exceeded the requirements of the contract significantly.

Acceptable — Offeror's performance met and/or surpassed the minimum requirements.

Marginally Acceptable — Offeror's performance met some but not all of the minimum requirements.

Unacceptable — Offeror's performance failed to meet a majority of the minimum requirements.

Upon completion and receipt of the past performance surveys the FAA will assign an overall confidence rating based on the ratings listed below.

High Confidence  
Confidence  
Little Confidence  
No Confidence

Offeror's are cautioned that the FAA may use the data provided by other sources in evaluating past performance and experience. Offeror's may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources.

**M.7 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007) CLA.0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

**3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.4-31	EVALUATION OF OPTIONS	APRIL 1996
3.3.1-30	PROGRESS PAYMENTS NOT INCLUDED	NOVEMBER 1997

**ATTACHMENT 2**  
**Screening Standards-CONTRACTOR**

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

**ATTACHMENT 2****\*ADJUDICATIVE STANDARDS: ISSUES**

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

**1. Issues related to use or possession of intoxicants:**

Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.

**2. Issues related to illegal use/possession of controlled substances or marijuana:**

Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.

**3. Issues related to financial responsibility:**

Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.

**4. Issues related to immoral conduct:**

Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.

**5. Issues related to honesty:**

Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.

**6. Issues related to disruptive or violent behavior:**

Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.

**7. Issues related to termination or forced resignation:**

Pattern of unemployability based on misconduct or delinquency as reflected in employment history.

**8. Issues related to firearms/weapons:**

Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.

**9. Miscellaneous issues:**

Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

### ATTACHMENT 3-DIRECT HOURLY LABOR RATE

### NEGOTIATED DIRECT HOURLY LABOR RATES

Screening Information Request DTFAAC-10-R-00383

**NOTICE:** This document corresponds to Clause H.2, Direct Hourly Labor Rate, and must be completed by each prospective contractor and returned as part of their proposal/best and final offer. The direct hourly rate set forth **below is the direct labor portion of the negotiated composite/billing rate shown in Section B.**

LABOR CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Program Manager					
Engineering Tech					
Biological Science Lab Technician					
Data Analyst					
Technical Research PHD					
Biological Science Lab Technologist					
Healthcare Professional					
Research Chemist					
Biostatistician					
Industrial Hygienist/Environmental Health Specialist.					
Aircraft Mechanic					
Computer Programmer Data Technician					
Mathematical Technician					
Water Survival Training Specialist					
Life Guard					